



US EPA RECORDS CENTER REGION 5



Rendigs, Fry, Kiely & Dennis, LLP
Cincinnati Cleveland Dayton

600 Vine Street, Suite 2650
Cincinnati, Ohio 45202

March 24, 2015

U.S. Environmental Protection Agency
Leslie Patterson, Remedial Project Manager
77 West Jackson Boulevard (SR-6J)
Chicago, Illinois 60604-3590

Re: Special Notice and Request for Information for South Dayton Dump and Landfill
Site in Moraine, Ohio Submitted by The Peerless Transportation Company

Dear Ms. Patterson:

This Response is provided to you on behalf of The Peerless Transportation Company. Some background may be helpful. Carl M. Bridges, to whom your letter was addressed, died on the 15th day of November, 2012. Mr. Bridges was President of the Company until the date of his death. He purchased the Company in 1985. At the time of his death, his daughter, Cathy McCoy and his son, Christopher Bridges, jointly took over the position of President, and are serving in that capacity today.

Peerless was not a generator of industrial waste from its operations or a manufacturer. It was in the freight and waste hauling business as a transporter and waste hauler. Its Motor Carrier number is 148528, and its PUCO number is 6059-R. It did not hold any permits for the hauling of hazardous waste and did not knowingly haul hazardous waste. The Peerless Transportation Company has no records or information related to hauling anything to the South Dayton site. Neither Ms. McCoy or Mr. Bridges have any awareness that Peerless hauled waste to the site, although it has very limited records that date prior to 1985.

Peerless objects to this Information Request to the extent it seeks information or documents that are unrelated to the SDD Site as being overbroad, unreasonable, unduly burdensome, and unauthorized by the provisions of Section 104(e) of CERCLA.

Responses to the questions contained in your enclosure 6, subject to discovery responses in the Hobart Litigation and any responsive information contained in Hobart Litigation deposition testimony, are as follows:

W. Roger Fry, Esq.
(513) 381-9239
wrf@rendigs.com

Leslie Patterson
March 24, 2015
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Rendigs, Fry, Kiely & Dennis, LLP
Cincinnati Cleveland Dayton

1) Christopher Bridges
The Peerless Transportation Co.
3055 Kettering Blvd.
Suite 110
Moraine, OH 45439
937-228-2166

Cathy McCoy
The Peerless Transportation Co.
3055 Kettering Blvd.
Suite 110
Moraine, OH 45439
937-228-2166

Ms. McCoy and Mr. Bridges share the position of President.

- 2) Tariffs and related documents were in place at an earlier time and were examined. Copies of these documents are attached, marked Peerless 1 through Peerless 35.
- 3) Ms. McCoy and Mr. Bridges know of no current or former employee who may be more knowledgeable about Peerless operations.
- 4) There were no "hazardous substances handling, storage, and disposal practices," for the reason that such substances were not handled, stored, disposed of or, to the best of its knowledge, transported by Peerless.
- 5) Respondent has no records of delivering waste, drums or any substances to the South Dayton Dump and Landfill.
- 6) Respondent did not haul or send material to SDDL subsequent to 1985. See Response to Number 5 above.
- 7) Peerless operated under Motor Carrier Number 148528 and PUCO Number 6059-R. Also see tariffs and related documents produced in response to question number 2 above.
- 8) Respondent has no records of sending anything to the Site. It did not handle hazardous substances.

Leslie Patterson
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Rendigs, Fry, Kiely & Dennis, LLP
Cincinnati Cleveland Dayton

- 9) Respondent was not licensed to transport hazardous substances and did not transport to hazardous waste Treatment Storage and Disposal Facilities permitted by USEPA.
- 10) See Response to Number 7 above.
- 11) Respondent has no such permits or Identification Numbers and to the best of Mr. Bridges' and Ms. McCoy's knowledge, has not ever had such permits or identification numbers.
- 12) To the best of Mr. Bridges' and Ms. McCoy's knowledge Respondent has not ever filed a Notification of Hazardous Waste Activity with the EPA or any agency or official of the State of Ohio.
- 13) Carl M. Bridges, who died on the 15th day of November, 2012 had the responsibilities of a company president, which would have included any environmental matters. Subsequent to his death, any such responsibilities became Ms. McCoy's and Mr. Bridges', however, there have been no environmental matters, as defined in Question 13. Respondent Peerless is not a producer or generator of waste from its operations as those terms are used throughout these questions. It was a transporter of general commodities and a "waste carrier" only, and as stated, that did not include "hazardous waste" or hazardous material of any type.
- 14) Question 14 appears to be addressed to generators, manufacturers or similar establishments that generate or produce waste as a result of their industrial or commercial manufacturing or production operations and contract for the disposal of that waste. Peerless, as a transporter or waste carrier, does not have waste that is removed from its operation. This question, and sub parts A – F, appear to apply to generators or manufacturers who place waste in drums or other containers, either new or used, with potentially distinctive markings, colors or labels. Question 14 and sub parts do not apply to Peerless.
- 15) Question 15 appears to be addressed to generators, manufacturers or operators who produce waste and contract for its disposal, treatment or recycling. Peerless does not generate waste.
- 16) Question 16 requests copies of contracts and documents reflecting Respondent's agreements or arrangements for the disposal, treatment or recycling of its waste. As stated, Peerless does not generate waste as that term is used throughout these questions set forth in Enclosure 6. Accordingly, no such contracts or other documents exist.

Leslie Patterson
March 24, 2015
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Rendigs, Fry, Kiely & Dennis, LLP
Cincinnati Cleveland Dayton

- g) This question does not apply to Peerless.
 - h) This question does not apply to Peerless.
 - i) This question does not apply to Peerless.
 - j) This question does not apply to Peerless.
 - k) This question does not apply to Peerless.
 - l) This question does not apply to Peerless.
 - m) This question does not apply to Peerless.
 - n) This question does not apply to Peerless.
 - o) This question does not apply to Peerless.
 - p) This question does not apply to Peerless. Peerless did not place anything in its drains.
 - q) This question does not apply to Peerless. Peerless did not place anything in its drains.
 - r) As has been stated, Peerless has no record of transporting anything to the SDDL site.
- 17) No such numbers were issued to Respondent to the best of Peerless' knowledge.
- 18) None.
- 19) See response to Question 18.
- 20) None.
- 21) See response to Question 20.
- 22) None, to the best of Respondent's knowledge.
- 23) See response to Question 22 above.

Very truly yours,

RENDIGS, FRY, KIELY & DENNIS, LLP

/s/ W. Roger Fry

W. Roger Fry

WRF:tb

Leslie Patterson
March 24, 2015
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Rendigs, Fry, Kiely & Dennis, LLP
Cincinnati Cleveland Dayton

The above response is accurate to the best of The Peerless Transportation Company's knowledge and belief. Electronic signatures added per fax approval.

/s/ Christopher Bridges, President
Christopher Bridges

/s/ Cathy McCoy, President
Cathy McCoy

Only two supplements to
this tariff will be in
effect at any one time.

P.U.C.O. No. 5
Issued in lieu of PUCO
No. 4 rejected by The
Public Utilities Com-
mission of Ohio, cancels
PUCO No. 3 of Lewis & Michael, Inc.

CERTIFICATE NO. 6059-R

PERCO, INC.
(A Corporation)

MOTOR TRANSPORTATION

LOCAL FREIGHT TARIFF

NAMING

CLASS AND COMMODITY RATES
: RULES AND REGULATIONS FOR
THE TRANSPORTATION OF
PROPERTY

BETWEEN

DAYTON, OHIO, AND THE FRIGIDAIRE PLANT
LOCATED ON SPRINGBORO ROAD (S.R. 741)

ALSO

BETWEEN POINTS WITHIN THE
DAYTON, OHIO COMMERCIAL ZONE

as described in Item 10 of Tariff or as amended

FOR REFERENCE TO GOVERNING PUBLICATIONS, SEE ITEM 5,
OR AS AMENDED

ISSUED: October 13, 1966

EFFECTIVE: November 14, 1966

ISSUED BY:
Charles Lewis
Vice-President
10 South Conover Street
Dayton, Ohio, 45407

THOMAS J. SIMPSON

10 SOUTH CONOVER STREET

DAYTON, OHIO

Supplement No. 3
contains all changes

Supplement No. 3
to
ICC PLEO 300

THE PEERLESS TRANSPORTATION CO.
(MC-148525)

MOTOR TRANSPORTATION

LOCAL FREIGHT TARIFF

NAMING

CLASS AND COMMODITY RATES

APPLYING ON

GENERAL COMMODITIES

(Except Classes A and B Explosives)

BETWEEN

POINTS

IN

THE UNITED STATES

(As described in Item 5)

For reference to Governing Publications, see Item 10.

The provisions published herein will, if effective, not result in an effect on the quality of the human environment.

ISSUED: January 11, 1983

EFFECTIVE: February 14, 1983

This Supplement contains changes resulting in increases.

Issued under authority of 49 CFR 1310.10(j).

This Supplement expires with February 14, 1984, unless sooner cancelled, changed or extended.

ISSUED BY:

R. A. GILMORE III

VICE-PRESIDENT

214 South Perry Street

Dayton, Ohio 45402

W-100(100)

L. B. DANNEMILLER

P. O. BOX 2

WORTHINGTON, OHIO 43085

ITEM

GENERAL RULES

APPLICATION OF SPECIAL INCREASE SUPPLEMENT

Except as provided in Tariff or in loose-leaf pages or supplements issued subsequent to this Supplement, ALL RATES published in this Tariff, as amended, or as may be amended in loose-leaf pages or supplements issued subsequent to this Supplement, are hereby, or will on their effective dates, be increased as follows:

Where the applicable rate is as shown in Column A of the "Table of Increased Rates", apply the rate shown opposite thereto in the appropriate column provided for below (Note A):

WHEN IN CONNECTION WITH	APPLY RATE IN COLUMN
LTL Rates	B
TL Rates	C

NOTE A: Where the applicable rate is not specifically provided for in column of the "Table of Increased Rates", such rate will be increased by the percentage(s) shown below opposite the appropriate column.

2

RATES SUBJECT TO COLUMN	INCREASE AMOUNT
B (LTL Rates)	3.1% (Note B)
C (TL Rates)	17% (Note B)

NOTE B: Fractions of less than one-half cent will be dropped and fractions of one-half cent or greater will be increased to the next whole cent.

NOTE C: Where the rate or charge is stated in dollars or dollars and cents per 100 pounds, per ton, per article, per piece, per package, per shipment, or per any other unit, first find the rate or charge which is equivalent in cents under Column A of the "Table of Increased Rates" and then apply the changed rate or charge shown opposite thereto in the appropriate column. (Note A).

TABLE OF INCREASED RATES
(In Cents)

COLUMNS																	
A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C
1	1	1	49	51	57	97	100	113	145	149	170	193	199	226			
2	2	2	50	52	59	98	101	115	146	151	171	194	200	227			
3	3	4	51	53	60	99	102	116	147	152	172	195	201	228			
4	4	5	52	54	61	100	103	117	148	153	173	196	202	229			
5	5	6	53	55	62	101	104	118	149	154	174	197	203	230			
6	6	7	54	56	63	102	105	119	150	155	176	198	204	232			
7	7	8	55	57	64	103	106	121	151	156	177	199	205	233			
8	8	9	56	58	66	104	107	122	152	157	178	200	206	234			
9	9	11	57	59	67	105	108	123	153	158	179	201	207	235			
10	10	12	58	60	68	106	109	124	154	159	180	202	208	236			
11	11	13	59	61	69	107	110	125	155	160	181	203	209	238			
12	12	14	60	62	70	108	111	126	156	161	183	204	210	239			
13	13	15	61	63	71	109	112	128	157	162	184	205	211	240			
14	14	16	62	64	73	110	113	129	158	163	185	206	212	241			
15	15	18	63	65	74	111	114	130	159	164	186	207	213	242			
16	16	19	64	66	75	112	115	131	160	165	187	208	214	243			
17	18	20	65	67	76	113	117	132	161	166	188	209	215	245			
18	19	21	66	68	77	114	118	133	162	167	190	210	217	246			
19	20	22	67	69	78	115	119	135	163	168	191	211	218	247			
20	21	23	68	70	80	116	120	136	164	169	192	212	219	248			
21	22	25	69	71	81	117	121	137	165	170	193	213	220	249			
22	23	26	70	72	82	118	122	138	166	171	194	214	221	250			
23	24	27	71	73	83	119	123	139	167	172	195	215	222	252			
24	25	28	72	74	84	120	124	140	168	173	197	216	223	253			
25	26	29	73	75	85	121	125	142	169	174	198	217	224	254			
26	27	30	74	76	87	122	126	143	170	175	199	218	225	255			
27	28	32	75	77	88	123	127	144	171	176	200	219	226	256			
28	29	33	76	78	89	124	128	145	172	177	201	220	227	257			
29	30	34	77	79	90	125	129	146	173	178	202	221	228	259			
30	31	35	78	80	91	126	130	147	174	179	204	222	229	260			
31	32	36	79	81	92	127	131	149	175	180	205	223	230	261			
32	33	37	80	82	94	128	132	150	176	181	206	224	231	262			
33	34	39	81	84	95	129	133	151	177	182	207	225	232	263			
34	35	40	82	85	96	130	134	152	178	184	208	226	233	264			
35	36	41	83	86	97	131	135	153	179	185	209	227	234	266			
36	37	42	84	87	98	132	136	154	180	186	211	228	235	267			
37	38	43	85	88	99	133	137	156	181	187	212	229	236	268			
38	39	44	86	89	101	134	138	157	182	188	213	230	237	269			
39	40	46	87	90	102	135	139	158	183	189	214	231	238	270			
40	41	47	88	91	103	136	140	159	184	190	215	232	239	271			
41	42	48	89	92	104	137	141	160	185	191	216	233	240	273			
42	43	49	90	93	105	138	142	161	186	192	218	234	241	274			
43	44	50	91	94	106	139	143	163	187	193	219	235	242	275			
44	45	51	92	95	108	140	144	164	188	194	220	236	243	276			
45	46	53	93	96	109	141	145	165	189	195	221	237	244	277			
46	47	54	94	97	110	142	146	166	190	196	222	238	245	278			
47	48	55	95	98	111	143	147	167	191	197	223	239	246	280			
48	49	56	96	99	112	144	148	168	192	198	225	240	247	281			

Supplement No. 4
contains all changes

Supplement No. 4
to
ICC PLEQ 300
Cancels
Supplement No. 3

THE PEERLESS TRANSPORTATION CO.
(MC-148525)

MOTOR TRANSPORTATION

LOCAL FREIGHT TARIFF

NAMING

CLASS AND COMMODITY RATES

APPLYING ON

GENERAL COMMODITIES

(Except Classes A and B Explosives)

BETWEEN

POINTS

IN

THE UNITED STATES

(As described in Item 5)

For reference to Governing Publications, see Item 10.

The provisions published herein will, if effective, not result in an effect on the quality of the human environment.

ISSUED: January 5, 1984

EFFECTIVE: February 14, 1984

This Supplement contains changes resulting in increases.

Issued under authority of 49 CFR 1310.10(j).

This Supplement expires with February 14, 1985, unless sooner cancelled, changed or extended.

ISSUED BY:

(C) CARL BRIDGES, VICE-PRESIDENT
(C) 1440 Miami Chapel Road
P. O. Box 638
Dayton, Ohio 45402

W-pd(100)

DANNEMILLER ASSOCIATES, INC.

P. O. BOX 2

WORTHINGTON, OHIO 43085

ITEM

GENERAL RULES

APPLICATION OF SPECIAL INCREASE SUPPLEMENT

Except as provided in Tariff or in loose-leaf pages or supplements issued subsequent to this Supplement, ALL RATES published in this Tariff, as amended, or as may be amended in loose-leaf pages or supplements issued subsequent to this Supplement, are hereby, or will on their effective dates, be increased as follows:

Where the applicable rate is as shown in Column A of the "Table of Increased Rates", apply the rate shown opposite thereto in the appropriate column provided for below (Note A):

WHEN IN CONNECTION WITH	APPLY RATE IN COLUMN
LTL Rates	B
TL Rates	C

NOTE A: Where the applicable rate is not specifically provided for in column of the "Table of Increased Rates", such rate will be increased by the percentage(s) shown below opposite the appropriate column.

2

RATES SUBJECT TO COLUMN	INCREASE AMOUNT
B (LTL Rates)	3.2% (Note B)
C (TL Rates)	18% (Note B)

NOTE B: Fractions of less than one-half cent will be dropped and fractions of one-half cent or greater will be increased to the next whole cent.

NOTE C: Where the rate or charge is stated in dollars or dollars and cents per 100 pounds, per ton, per article, per piece, per package, per shipment, or per any other unit, first find the rate or charge which is equivalent in cents under Column A of the "Table of Increased Rates" and then apply the changed rate or charge shown opposite thereto in the appropriate column. (Note A).

TABLE OF INCREASED RATES
(In Cents.)

COLUMNS

A	B	C	A	B	C	A	B	C	A	B	C	A	B	C
1	1	1	49	51	58	97	100	114	145	150	171	193	199	228
2	2	2	50	52	59	98	101	116	146	151	172	194	200	229
3	3	4	51	53	60	99	102	117	147	152	173	195	201	230
4	4	5	52	54	61	100	103	118	148	153	175	196	202	231
5	5	6	53	55	63	101	104	119	149	154	176	197	203	232
6	6	7	54	56	64	102	105	120	150	155	177	198	204	234
7	7	8	55	57	65	103	106	122	151	156	178	199	205	235
8	8	9	56	58	66	104	107	123	152	157	179	200	206	236
9	9	11	57	59	67	105	108	124	153	158	181	201	207	237
10	10	12	58	60	68	106	109	125	154	159	182	202	208	238
11	11	13	59	61	70	107	110	126	155	160	183	203	209	240
12	12	14	60	62	71	108	111	127	156	161	184	204	211	241
13	13	15	61	63	72	109	112	129	157	162	185	205	212	242
14	14	17	62	64	73	110	114	130	158	163	186	206	213	243
15	15	18	63	65	74	111	115	131	159	164	188	207	214	244
16	17	19	64	66	76	112	116	132	160	165	189	208	215	245
17	18	20	65	67	77	113	117	133	161	166	190	209	216	247
18	19	21	66	68	78	114	118	135	162	167	191	210	217	248
19	20	22	67	69	79	115	119	136	163	168	192	211	218	249
20	21	24	68	70	80	116	120	137	164	169	194	212	219	250
21	22	25	69	71	81	117	121	138	165	170	195	213	220	251
22	23	26	70	72	83	118	122	139	166	171	196	214	221	253
23	24	27	71	73	84	119	123	140	167	172	197	215	222	254
24	25	28	72	74	85	120	124	142	168	173	198	216	223	255
25	26	30	73	75	86	121	125	143	169	174	199	217	224	256
26	27	31	74	76	87	122	126	144	170	175	201	218	225	257
27	28	32	75	77	89	123	127	145	171	176	202	219	226	258
28	29	33	76	78	90	124	128	146	172	178	203	220	227	260
29	30	34	77	79	91	125	129	148	173	179	204	221	228	261
30	31	35	78	80	92	126	130	149	174	180	205	222	229	262
31	32	37	79	82	93	127	131	150	175	181	207	223	230	263
32	33	38	80	83	94	128	132	151	176	182	208	224	231	264
33	34	39	81	84	96	129	133	152	177	183	209	225	232	266
34	35	40	82	85	97	130	134	153	178	184	210	226	233	267
35	36	41	83	86	98	131	135	155	179	185	211	227	234	268
36	37	42	84	87	99	132	136	156	180	186	212	228	235	269
37	38	44	85	88	100	133	137	157	181	187	214	229	236	270
38	39	45	86	89	101	134	138	158	182	188	215	230	237	271
39	40	46	87	90	103	135	139	159	183	189	216	231	238	273
40	41	47	88	91	104	136	140	160	184	190	217	232	239	274
41	42	48	89	92	105	137	141	162	185	191	218	233	240	275
42	43	50	90	93	106	138	142	163	186	192	219	234	241	276
43	44	51	91	94	107	139	143	164	187	193	221	235	243	277
44	45	52	92	95	109	140	144	165	188	194	222	236	244	278
45	46	53	93	96	110	141	146	166	189	195	223	237	245	280
46	47	54	94	97	111	142	147	168	190	196	224	238	246	281
47	49	55	95	98	112	143	148	169	191	197	225	239	247	282
48	50	57	96	99	113	144	149	170	192	198	227	240	248	283

THE PEERLESS TRANSPORTATION CO.
(Docket No. MC-148525 (Sub 1F))

CONTRACT CARRIER SCHEDULE OF ACTUAL RATES AND CHARGES

APPLYING ON
THE TRANSPORTATION

OF
FOUNDRY PRODUCTS
AND
MATERIALS AND SUPPLIES

USED IN THE MANUFACTURE OF FOUNDRY PRODUCTS

BETWEEN

DAYTON, OHIO

AND

POINTS IN

INDIANA, KENTUCKY, MICHIGAN, MISSISSIPPI AND TENNESSEE

(To the extent described in Item 10)

For reference to Governing Publication, see Item 10.

The provisions published herein will, if effective, not result in an effect on the quality of the human environment.

ISSUED: August 30, 1980

EFFECTIVE: October 5, 1980

ISSUED BY:

R. A. GILMORE III
VICE-PRESIDENT
214 South Perry Street
Dayton, Ohio 45402

h(25)

FUEL SURCHARGE FOLD-IN SUPPLEMENT

Supplement No. 7
contains all changes

Supplement No. 7
to
ICC PLEQ 200-A
Cancels
Supplement No. 6

THE PEERLESS TRANSPORTATION CO.
(Docket No. MC-148525, Sub 1F)

CONTRACT CARRIER SCHEDULE OF ACTUAL RATES AND CHARGES
APPLYING ON
THE TRANSPORTATION
OF
FOUNDRY PRODUCTS
AND
MATERIALS AND SUPPLIES
USED IN THE MANUFACTURE OF FOUNDRY PRODUCTS
BETWEEN
DAYTON, OHIO
AND
POINTS IN
INDIANA, KENTUCKY, MICHIGAN, MISSISSIPPI AND TENNESSEE
(To the extent described in Item 10)

For reference to Governing Publication, see Item 10.

The provisions published herein will, if effective, not result in an effect on the quality of the human environment.

ISSUED: March 9, 1982

EFFECTIVE: April 13, 1982

Issued on one day's notice: ICC Special Tariff Authority No. 81-2500 (Contract Carrier).

This Supplement contains changes resulting in increases.

This is to certify that the surcharge fold-in is necessary to cover added fuel costs incurred since January 1, 1979, and no more, and all owner-operators will presently, and in the future, be reimbursed for fuel costs at the level established by the commission's mileage compensation method.

ISSUED BY:

R. A. GILMORE III
VICE-PRESIDENT
214 South Perry Street
Dayton, Ohio 45402

W-1m(25)

L. B. DANNEMILLER

P. O. BOX 2

WORTHINGTON, OHIO 43085

ITEM NO.	MILEAGE COMMODITY RATES (Rates in Cents per 100 Pounds, Except as Noted)			
	FOUNDRY PRODUCTS and MATERIALS and SUPPLIES used in the manufacture of foundry products (except commodities in bulk) BETWEEN: Dayton, Ohio AND: Points in Indiana, Kentucky, Michigan, Mississippi and Tennessee MINIMUM WEIGHT - 40,000 POUNDS			
	MILES (Note A)	(A)RATES (Note B)	MILES (Note A)	(A)RATES (Note B)
	60	66	440	295
	70	71	450	302
	80	76	460	309
	90	80	470	316
	100	85	480	323
	110	89	490	330
	120	92	500	337
	130	94	510	345
	140	101	520	354
	150	106	530	361
	160	110	540	368
	170	116	550	375
	180	120	560	382
	190	126	570	387
	200	130	580	394
	210	135	590	401
	220	139	600	408
	230	146	610	413
	240	153	620	419
	250	160	630	424
	260	168	640	430
	270	175	650	434
	280	182	660	439
	290	189	670	444
	300	196	680	448
	310	203	690	453
	320	210	700	459
	330	217	710	464
	340	224	720	468
	350	231	730	472
	360	238	740	477
	370	245	750	481
	380	253	760	486
	390	260	770	491
	400	267	780	496
	410	274	790	500
	420	281	800	505
	430	288		
70A Cancels 70 of Schedule	NOTE A: Apply stated mileage; if applicable mileage is not stated, apply rates for next higher stated mileage.			
	NOTE B: Rates named in this Item include the return of empty containers to Dayton, Ohio which were used to transport the inbound shipment.			

For explanation of abbreviations and reference marks, see last page of Schedule.
(The End)

NOTICE

This Schedule cancels, in full, ICC PLEQ 200 issued by The Peerless Transportation Co. Provisions formerly shown and not brought forward are hereby (C)cancelled.

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ITEM NO.	SCOPE OF OPERATIONS
5	<p>The rates and provisions named in this Schedule, or as amended, are limited in their application on interstate or foreign commerce to the extent of the operating rights set forth below:</p> <p><u>MC-148525 (Sub 1F)</u></p> <p>IRREGULAR ROUTES</p> <p>(1) Foundry Products, from the facilities of <u>G.H.R., Division of Dayton Malleable Iron, Inc.</u>, at Dayton, Ohio to points in Indiana, Kentucky, Michigan, Mississippi and Tennessee, and</p> <p>(2) Materials and Supplies used in the manufacture of foundry products (except commodities in bulk) in the reverse direction.</p> <p>RESTRICTION: The operations authorized in this Item are limited to a transportation service to be performed under a continuing contract or contracts with <u>G.H.R., Division of Dayton Malleable Iron, Inc.</u>, Dayton, Ohio.</p>

ITEM NO.	GOVERNING PUBLICATION
10	<p>Except as otherwise provided herein, this Schedule is governed by the following described publication and by supplements thereto and reissues thereof:</p> <p>Mileage Guide No. 11, ICC HGB 100, Household Goods Carriers' Bureau, Agent.</p>

For explanation of abbreviations and reference marks, see last page of Schedule.

ITEM NO.	RULES AND REGULATIONS
15	<p style="text-align: center;">CLAIMS - LOSS, DAMAGE OR DELAY</p> <p style="text-align: center;">FILING OF CLAIMS</p> <p>(a) All claims for loss, damage or delay to cargo must be filed with this carrier by claimant within nine (9) months after delivery of the property or, in case of failure to make delivery, then within nine (9) months after a reasonable time for delivery has elapsed.</p> <p>(b) Claims for loss, damage or delay to cargo will not be paid voluntarily by this carrier and must be filed in writing with this carrier by claimant. A communication in writing (1) containing facts sufficient to identify the shipment (or shipments) of property involved, (2) asserting liability for alleged loss, damage or delay to cargo and (3) making claim for the payment of a specified or determinable amount of money shall be considered as sufficient compliance with the provisions of this Paragraph.</p> <p>(c) Appraisal reports of damage, notations of shortage or damage, or both, on freight bills or delivery receipts or inspection reports issued by this carrier, whether the extent of loss or damage is indicated in dollars and cents or otherwise, shall, standing alone, not be considered by this carrier as sufficient compliance with the requirements of Paragraphs (a) and (b) above.</p> <p>(d) Whenever a claim is presented against this carrier for an uncertain amount, this carrier shall determine the condition of the shipment at the time of delivery and shall ascertain as nearly as possible the extent, if any, of the loss or damage for which it may be responsible. This carrier shall not, however, voluntarily pay a claim under such circumstances unless and until a formal claim in writing for a specified or determinable amount of money shall have been filed by claimant.</p> <p style="text-align: center;">ACKNOWLEDGEMENT OF CLAIMS</p> <p>(a) This carrier shall, upon receipt in writing of a claim in the manner described above, acknowledge the receipt of such claim in writing to the claimant within thirty (30) days after the date of its receipt by this carrier, unless this carrier shall have paid or declined such claim in writing within thirty (30) days of the receipt thereof. This carrier shall indicate in its acknowledgement to the claimant what, if any, additional documentary evidence or other pertinent information may be required by it further to process the claim as its preliminary examination of the claim, as filed, may have revealed.</p> <p>(b) This carrier shall at the time each claim is received, create a separate file and assign thereto a successive claim file number and note that number on all documents filed in support of the claim and all records and correspondence with respect to the claim, including the written acknowledgement of receipt, and if in its possession, the shipping order and delivery receipt, if any, covering the shipment involved. At the time such claim is received this carrier shall cause the date of receipt to be recorded on the face of the claim document, and the date of receipt shall also appear on this carrier's written acknowledgement of receipt to the claimant.</p> <p style="text-align: center;">(Continued on next page)</p>

For explanation of abbreviations and reference marks, see last page of Schedule.

ITEM NO.	RULES AND REGULATIONS
15 (Continued)	CLAIMS - LOSS, DAMAGE OR DELAY (Continued)
	INVESTIGATION OF CLAIMS
	<p>(a) Each claim filed against this carrier in the manner prescribed above shall be promptly and thoroughly investigated.</p> <p>(b) When a necessary part of an investigation, each claim shall be supported by the original bill of lading, evidence of the freight charges and either the original invoice, a photographic copy of the original invoice or an exact copy thereof, or an extract made therefrom, certified by the claimant to be true and correct with respect to the property and value involved in the claim; or certification of prices or values, with trade or other discounts, allowance or deductions of any nature whatsoever and the terms thereof, or depreciation reflected thereon. However, where the property involved in a claim has not been invoiced to the consignee shown on the bill of lading or where an invoice does not show price or value, or where the property involved has not been sold, or where the property has been transferred at bookkeeping values only, this carrier shall, before voluntarily paying a claim thereon, require the claimant to establish the destination value in the quantity shipped, transported, or involved, and to certify the correctness thereof in writing.</p> <p>(c) When an asserted claim for loss of an entire package or an entire shipment cannot be otherwise authenticated upon investigation, this carrier shall obtain from the consignee of the shipment involved a certified statement in writing that the property for which the claim is filed has not been received from any other source.</p>
	DISPOSITION OF CLAIMS
	<p>(a) This carrier shall pay, decline or make a firm compromise settlement offer in writing to the claimant within 120 days after receipt of the claim by this carrier. However, if the claim cannot be processed and disposed of within 120 days after the receipt thereof, carrier shall at that time and at the expiration of each succeeding 60 day period while the claim remains pending, advise the claimant in writing of the status of the claim and the reason for the delay in making final disposition thereof and it shall retain a copy of such advice to the claimant in its claim file thereon.</p>

PROCESSING OF SALVAGE

- (a) Whenever property transported by this carrier is damaged or alleged to be damaged and is, as a consequence thereof, not delivered or is rejected or refused upon tender thereof to the owner, consignee, or person entitled to receive such property, this carrier, after giving due notice, whenever practicable to do so, to the owner and other parties that may have an interest therein, and unless advised to the contrary after giving such notice, shall undertake to sell or dispose of such property directly or by the employment of a competent salvage agent. This carrier shall only dispose of the property in the manner that will fairly and equally protect the best interests of all persons having an interest therein. This carrier shall make an itemized record sufficient to identify the property involved as to be able to correlate it to the shipment or transportation involved, and claim, if any, filed thereon. This carrier also shall assign to each lot of such property a successive lot number and note that lot number on its record of shipment and claim, if any claim is filed thereon.

(Concluded on next page)

ITEM NO.	RULES AND REGULATIONS
15 (Con- cluded)	<p style="text-align: center;">CLAIMS - LOSS, DAMAGE OR DELAY (Concluded)</p> <p style="text-align: center;">PROCESSING OF SALVAGE (Concluded)</p> <p>(b) This carrier shall not dispose of salvage material or goods directly to an agent or employee of this carrier or through a salvage agent or company in which this carrier or one or more of its directors, officers, or managers has any interest, financial or otherwise.</p> <p>(c) Upon receipt of a claim on a shipment on which salvage has been processed in the manner described in Paragraph (a) above, this carrier shall record in its claim file thereon the lot number assigned, the amount recovered, if any, and the disposition of such property, and the date of transmittal of such money to the person or persons lawfully entitled to receive the same.</p>
20	<p style="text-align: center;">COMPUTATION OF DISTANCE</p> <p>(a) Except as otherwise provided, distances shall be computed from the point of loading to the point of unloading by the shortest highway route and shall be ascertained by compilation of distances as shown in governing mileage guide (See Item 10).</p> <p>(b) In determination of mileage, fractions of a mile shall be considered as one mile.</p> <p>(c) When a shipper, consignee or owner requests transportation of a shipment over a particular route longer than the shortest route, the mileage over the longer route shall be used to determine rates and charges.</p>
25	<p style="text-align: center;">DEFINITION OF "SHIPMENT"</p> <p>A "shipment" is a quantity of freight received from one shipper at one point (or places within the confines of a single plant), on one day, consigned to one consignee at one destination and covered by one bill of lading and/or written shipping instructions.</p>
30	<p style="text-align: center;">DETENTION CHARGES</p> <p>(a) Two (2) hours free time will be allowed for loading and two (2) hours free time will be allowed for unloading of each truckload shipment.</p> <p>(b) The time per vehicle shall begin to run upon notification by driver of carrier's vehicle to the responsible representative of the consignor, consignee or other party at the place of pick-up or delivery of the arrival of the vehicle for loading or unloading, as the case may be, either on the premises of the consignor, consignee or other party at the place of pick-up or delivery or as close thereto as conditions on said premises (or under control of the consignor, consignee or other party at the place of pick-up or delivery) will permit and shall end when vehicle is released by shipper or consignee, the driver of carrier's vehicle receives a signed bill of lading or receipt for delivery, as the case may be, and vehicle departs from premises of the consignor, consignee, or other party at the place of pick-up or delivery.</p> <p>(c) No charge shall be made for any time consumed because of error, disability, fault or negligence of the carrier or carrier's employees, or because of accident or breakdown of its equipment.</p> <p>(d) After the expiration of the free time provided for in Paragraph (a) above, the additional charge per vehicle shall be \$7.58 per each 15 minutes or any fraction thereof.</p>

ITEM NO.	RULES AND REGULATIONS
35	<p style="text-align: center;">DISPOSITION OF FRACTIONS</p> <p>In the computation of charges omit fractions of less than one-half ($\frac{1}{2}$) of one cent and increase to the next whole figure, fractions of one-half ($\frac{1}{2}$) of one cent or greater.</p>
40	<p style="text-align: center;">IMPRACTICABLE OPERATION</p> <p>Nothing in this Schedule, or as amended, shall be construed as making it binding upon this carrier to accept freight from or make delivery to locations at which it is impracticable to operate vehicles because of conditions of roads, streets, alleys, driveways or approaches thereto, or inadequate preparation of location for receiving or delivery.</p>
45	<p style="text-align: center;">LIMITATION OF SIZE AND WEIGHT</p> <p>The obligation to accept articles for transportation shall be subject to capacity, type of vehicle, facilities, equipment and to the requirements of laws or ordinances limiting or regulating the transportation of property or the use of vehicles and facilities.</p>
50	<p style="text-align: center;">PERMITS, TOLLS AND FEES</p> <p>Any tolls or fees paid to any federal, state or municipal government or any sub-division thereof, or special permits as may be required in connection with such movements, also such expenses in connection therewith such as long distance telephone calls or telegraphic expenses will be added to the transportation charges. Receipts showing payment of these charges will be attached to carrier's freight bill.</p>
55	<p style="text-align: center;">PICK-UP AND DELIVERY SERVICE</p> <p>Except as otherwise provided, rates in this Schedule include one pick-up at any platform, doorway or other place designated by the shipper, when directly accessible to carrier's vehicle at all points and places within the limits of cities, towns or villages from which rates apply; and one delivery to any platform, doorway or other place designated by the consignee, when directly accessible to carrier's vehicle at all points and places within the limits of cities, towns or villages to which rates apply.</p>
60	<p style="text-align: center;">REFUSED OR REJECTED SHIPMENTS</p> <p>On shipments or portions thereof which are refused or rejected and returned to the shipper, rates and charges shown herein applicable to the original shipment will be assessed, plus a return charge computed on the basis of the rates applicable to the outbound shipment at actual weight of the lading returned, subject to a minimum weight of 30,000 pounds.</p>

For explanation of abbreviations and reference marks, see last page of Schedule.

ITEM NO.	RULES AND REGULATIONS
65	<p data-bbox="605 226 1252 285" style="text-align: center;">STOPPING OF TRUCKLOAD SHIPMENTS IN TRANSIT FOR PARTIAL LOADING OR UNLOADING</p> <p data-bbox="342 302 1490 520">Truckload shipments may be stopped in transit at a point or points enroute between original point of origin and the final destination thereof for the purpose of partial loading or unloading (not both) provided the stop-off point is directly intermediate to the final destination over a route which must not exceed by more than 110% the distance over the shortest route from point of origin to final destination (See Note), subject to the following provisions and charges:</p> <ul style="list-style-type: none"> <li data-bbox="370 537 1455 567">(a) Arrangements for the stop-off must first be made with this carrier. <li data-bbox="370 583 1484 674">(b) The charge for each stop-off, exclusive of original pick-up and final delivery stop shall be \$50.00. These charges shall be in addition to all other applicable rates and charges. <li data-bbox="370 690 1455 842">(c) Rates from or to the point of origin shall be charged for at the highest truckload rate applicable from or to any point where any portion of the shipment is loaded or unloaded, and on the basis of the truckload minimum weight, or actual weight, if greater, of the entire shipment (See Note). <li data-bbox="370 858 1455 949">(d) The substitution of other property for that originally loaded or unloaded or the exchange of the contents of the load in any manner is prohibited. <li data-bbox="370 966 1484 1209">(e) The bill of lading shall show at which point or points shipment is to be stopped for partial loading or unloading with definite instructions and description of articles to be unloaded or loaded and also the name and address of the party who will load or unload at the stop-off point or points. The driver of carrier's vehicle shall make notation on freight bill showing date, description, quantity and weight of the articles loaded or unloaded at the stop-off point or points. <li data-bbox="370 1226 1468 1377">(f) Charges on shipments stopped for partial unloading must be prepaid, except that shipments may be shipped collect when the party or parties designated by the shipper to accept freight at stop-off point or points is the same as the billed consignee and all charges are collected from consignee at final destination. <li data-bbox="370 1394 1468 1570">(g) The provisions of this Item will also apply when more than one pick-up is made at point of origin or when more than one delivery is made at final destination. The charge for each stop-off, exclusive of original pick-up and final delivery stop shall be \$50.00. These charges shall be in addition to all other applicable rates and charges. <p data-bbox="329 1608 1468 1843">NOTE: If the mileage from origin to destination via the stop-off point or points exceeds 110% of the mileage over the shortest route from origin to destination the provisions of this Item will apply, except that charges shall be computed in accordance with the mileage rates of this Schedule for the sum of the mileage from point of origin to first stop-off point plus mileage from first stop-off point to second stop-off point (or final destination), etc., to final destination.</p>

For explanation of abbreviations and reference marks, see last page of Schedule.

ITEM NO.	MILEAGE COMMODITY RATES (Rates in Cents per 100 Pounds, Except as Noted)			
	FOUNDRY PRODUCTS and MATERIALS and SUPPLIES used in the manufacture of foundry products (except commodities in bulk) BETWEEN: Dayton, Ohio AND: Points in Indiana, Kentucky, Michigan, Mississippi, and Tennessee MINIMUM WEIGHT 40,000 POUNDS			
	MILES (Note A)	RATES (Note B)		MILES (Note A) RATES (Note B)
70	60	56		440 250
	70	60		450 256
	80	64		460 262
	90	68		470 268
	100	72		480 274
	110	75		490 280
	120	78		500 286
	130	82		510 292
	140	86		520 300
	150	90		530 306
	160	93		540 312
	170	98		550 318
	180	102		560 324
	190	107		570 328
	200	110		580 334
	210	114		590 340
	220	118		600 346
	230	124		610 350
	240	130		620 355
	250	136		630 359
	260	142		640 364
	270	148		650 368
	280	154		660 372
	290	160		670 376
	300	166		680 380
	310	172		690 384
	320	178		700 389
	330	184		710 393
	340	190		720 397
	350	196		730 400
	360	202		740 404
	370	208		750 408
	380	214		760 412
	390	220		770 416
	400	226		780 420
	410	232		790 424
	420	238		800 428
	430	244		
NOTE A: Apply stated mileage; if applicable mileage is not stated, apply rates for next higher stated mileage.				
NOTE B: Rates named in this Item include the return of empty containers to Dayton, Ohio which were used to transport the inbound ship- ment.				

EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS

\$	- Dollar(s)	(A)	- Denotes Increase
Inc.	- Inclusive or Incorporated	(C)	- Denotes changes which result in neither increases nor reductions in charges
I.C.C.	- Interstate Commerce Commission		
MC	- Motor Carrier	(R)	- Denotes Reduction
MF	- Motor Freight	%	- Percent
No.(s)	- Number(s)		

For explanation of abbreviations and reference marks, see above.
(The End)

PUCO 8
Cancels
PUCO 7

THE PEERLESS TRANSPORTATION COMPANY
(Certificate No. 6059-R)

MOTOR TRANSPORTATION

LOCAL FREIGHT TARIFF

NAMING

COMMODITY RATES

APPLYING ON

PROPERTY

BETWEEN

DAYTON, OHIO

AND

POINTS AND PLACES IN THE DAYTON, OHIO COMMERCIAL

ZONE AS DESCRIBED IN ITEM 20

OVER

REGULAR ROUTES

(As described in Item 5)

For Reference to Governing Tariff, see Item 10.

ISSUED: March 23, 1981

EFFECTIVE: April 25, 1981

ISSUED BY:

R. A. GILMORE, III
VICE-PRESIDENT
214 South Perry Street
Dayton, Ohio 45402

mh(25)

L. B. DANNEMILLER

P. O. BOX 2

WORTHINGTON, OHIO 43085

THE

Peerless

**TRANSPORTATION
COMPANY**

214 SOUTH PERRY STREET · P.O. BOX 638 · DAYTON, OHIO 45402 · TELEPHONE: 513 228-2166

June 3, 1983

Due to increased operating costs brought about by the escalation of fuel prices and a contractual labor increase we will be increasing your local delivery rates effective July 3, 1983. We would appreciate your notifying your accounting department of the below listed changes.

Freight of All Kinds:

MINIMUM	\$ 17.10
999 or less	\$ 3.15/100#
1,000 - 1,999#	\$ 2.38/100#
2,000 - 4,999#	\$ 2.02/100#
5,000 - 9,999#	\$ 1.27/100#
10,000 - 19,999#	\$.97/100#
20,000 under 30,000#	\$.64/100#
30,000 under 40,000#	\$.45/100#
40,000 and over	\$.39

Equipment for Exclusive Use, Local or City Only:

Straight truck or van truck with driver	\$ 28.16
Tractor only and driver	\$ 31.76
Tractor, trailer, and driver	\$ 34.51
Trailer Only	\$ 24.26
Labor Only (No equipment)	\$ 20.70
Minimum	1 Hour
Detention	\$ 8.63/1/4 Hour

We appreciate your favorable consideration of the above rate change and we are pleased to be of service to you in Dayton.

Sincerely,

THE PEERLESS TRANSPORTATION COMPANY

Carl M. Bridges

Carl M. Bridges
Operations Manager

CMB:mds

AFFILIATE THE PEERLESS STORAGE COMPANY

SPECIAL INCREASE SUPPLEMENT

Supplement No. 1
contains all changes

Supplement No. 1
to
PUCO 8

THE PEERLESS TRANSPORTATION COMPANY
(Certificate No. 6059-P)

MOTOR TRANSPORTATION

LOCAL FREIGHT TARIFF

NAMING

COMMODITY RATES

APPLYING ON

PROPERTY

BETWEEN

DAYTON, OHIO

AND

POINTS AND PLACES IN THE DAYTON, OHIO COMMERCIAL

ZONE AS DESCRIBED IN ITEM 20

OVER

REGULAR ROUTES

(As described in Item 5)

For reference to Governing Tariff, see Item 10.

ISSUED: June 2, 1983

EFFECTIVE: July 3, 1983

This Supplement contains changes resulting in increases.

This Supplement expires with July 3, 1984, unless sooner cancelled, changed or extended.

ISSUED BY:

R. A. GILMORE, III
VICE-PRESIDENT
214 South Perry Street
Dayton, Ohio 45402

W-kh(25)

L. B. DANNEMILLER

P. O. BOX 2

WORTHINGTON, OHIO 43085

SPECIAL INCREASE SUPPLEMENT

Supplement No. 1
contains all changes

Supplement No. 1
to
PUCO 8

THE PEERLESS TRANSPORTATION COMPANY
(Certificate No. 6059-R)

MOTOR TRANSPORTATION

LOCAL FREIGHT TARIFF

NAMING

COMMODITY RATES

APPLYING ON

PROPERTY

BETWEEN

DAYTON, OHIO

AND

POINTS AND PLACES IN THE DAYTON, OHIO COMMERCIAL

ZONE AS DESCRIBED IN ITEM 20

OVER

REGULAR ROUTES

(As described in Item 5)

For reference to Governing Tariff, see Item 10.

ISSUED: June 2, 1983

EFFECTIVE: July 3, 1983

This Supplement contains changes resulting in increases.

This Supplement expires with July 3, 1984, unless sooner cancelled, changed or extended.

ISSUED BY:

R. A. GILMORE, III
VICE-PRESIDENT
214 South Perry Street
Dayton, Ohio 45402

W-kh(25)

L. B. DANNEMILLER

P. O. BOX 2

WORTHINGTON, OHIO 43085

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ITEM	RULES AND REGULATIONS
5	<p style="text-align: center;">SCOPE OF OPERATIONS</p> <p>Rates and Rules as named herein apply only to the extent of the carrier's operating authority over regular routes, as follows:</p> <p><u>CERTIFICATE NO. 6059-R</u></p> <p>Transportation of Property,</p> <p>(a) Between Dayton, Ohio and Points in the Dayton, Ohio Commercial Zone (See Item 40) and the Frigidaire Plant located on Springboro Road (S.R. 741).</p> <p>(b) Between Points and Places within the Dayton, Ohio Commercial Zone (See Item 40).</p> <p>RESTRICTED, as to each shipper now or hereafter listed under Contract Carrier Permit No. 70, against furnishing the same kind and character of service under Certificate No. 6059-R as is authorized to be furnished such shipper pursuant to the terms of its contract on file with, and approved by, the Commission.</p>
	<p style="text-align: center;">GOVERNING PUBLICATION</p> <p>This Tariff is governed, except as otherwise provided herein by the following described publications, including supplements thereto and reissues thereof:</p> <p>National Motor Freight Classification NMF 100-G, PUCO 18, issued by National Motor Freight Traffic Association, Inc., Agent.</p>
	<p style="text-align: center;">ALTERNATIVE APPLICATION OF WEIGHTS AND RATES</p> <p>In no case shall the charge for any shipment be greater than the charge for a greater quantity of the same commodity subject to the same packing requirements, from and to the same points.</p>

For explanation of abbreviations and reference marks, see last page herein.

ITEM	RULES AND REGULATIONS	
	APPLICATION OF DAYTON COMMERCIAL ZONE RATES	
	Rates which are applicable from or to Dayton, will also apply from or to points and places in the Dayton Commercial Zone, unless otherwise specifically provided in this Tariff. The Dayton Commercial Zone embraces the following territorial limits:	
	All the territory included within the boundaries of Montgomery Co.; all the Territory included within the boundaries of Bethel and Monroe Twps., Miami Co.; and that part of Greene Co. commencing at a point where the north Green Co. line intersects the eastern Montgomery Co. line and proceeding east along the north Green Co. boundary line to its intersection with Spangler Road; thence south on Spangler Road to its intersection with Yellow Springs-Fairfield Road; thence east on Yellow Springs-Fairfield Road to its intersection with Byron Road; thence south on Byron Road to its intersection with Dayton-Yellow Springs Road; thence west on Dayton-Yellow Springs Road to its intersection with Trebein Road; thence south on Trebein Road to its intersection with New Germany-Trebein Road; thence south on New Germany-Trebein Road to its intersection with Valley Road; thence east and southeasterly on Valley Road to its intersection with U.S. Highway 35; thence west on U.S. Highway 35 to its intersection with the east Montgomery Co. boundary line.	
	The named points located in the described Zone, in addition to Dayton, are:	
(C)(R) 20	Alpha Arlington (Montgomery Co.) Bachman Brandt Brookville Brown (Miami Co.) Byron Centerville (Montgomery Co.) Chautaugua Clayton (Montgomery Co.) Crown Point Ellerton Englewood (Montgomery Co.) Huber Heights Johnsville (Montgomery Co.) Kettering Knollwood Liberty Miamisburg Moraine Murlin Heights National Military Home, Site of (Montgomery Co.) New Chicago New Lebanon Northridge (Montgomery Co.) Stillwater Jct. Sulphurgrove Sunbury (Montgomery Co.)	Taylorsburg Tipp City Tippecanoe City Trebeins Trotwood Union (Montgomery Co.) Vandalia Verona - Portion in Montgomery Co. ONLY Fairborn Farmersville Fort McKinley Frederick (Fidelity) (Miami Co.) Germantown (Montgomery) Ginghamsburg Oakwood (Montgomery Co.) Phillipsburg Phoneton Pyrmont Riverside (Montgomery) Shiloh (Montgomery Co.) West Carrollton West Charleston Whitfield Wright-Patterson Air Force Base Wright View Zimmerman

For explanation of abbreviations and reference marks, see last page herein.

ITEM	RULES AND REGULATIONS										
25	<p style="text-align: center;">COMPUTATION OF TIME</p> <p>(a) Hourly-Rate-Basis Time shall begin at the time vehicle and men leave this carrier's terminal and shall end when vehicle and men return thereto.</p> <p>(b) Loading time shall begin when vehicle is placed ready for loading and loading shall end when loading is actually completed.</p> <p>(c) Unloading time shall begin when vehicle is placed ready for unloading and unloading shall end when unloading is actually completed.</p> <p>(d) No charge shall be made for any time consumed for the convenience of this carrier or because of accident or breakdown of its equipment.</p> <p>(e) Fractions of an hour shall be considered one hour.</p>										
30	<p style="text-align: center;">DEFINITION OF A SHIPMENT</p> <p>A shipment is a lot of freight received from one consignor at one point (or places within the confines of a single plant) at one time, consigned to one consignee, and covered by one Receipt for Transportation.</p>										
35	<p style="text-align: center;">DEFINITIONS OF TERMS</p> <p>(a) "Holidays" shall mean New Year's Day, Memorial or Decoration Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving Day, December 24th and Christmas Day. When the holiday falls on a Sunday, the following Monday will be considered as the holiday.</p> <p>(b) "Truck" means any vehicle or vehicles propelled or drawn by a power unit and used on highways in the transportation of property.</p>										
(A) 40	<p style="text-align: center;">DETENTION OF VEHICLES</p> <p><u>PART 1 - DEFINITION OF TERMS</u></p> <p>"ACTUAL PLACEMENT" - Means the placing of the vehicle at the place designated by the consignor or consignee for loading or unloading.</p> <p>"CONSTRUCTIVE PLACEMENT" - Means the holding of a vehicle at a point other than the designated loading or unloading place due to the inability of the consignor or consignee to accept the vehicle after notification.</p> <p>"VEHICLES" - Means any load carrying unit, whether it be a truck, semi-trailer or full trailer.</p> <p><u>PART 2 - FREE TIME AND CHARGES</u></p> <p>(A) VEHICLES WITH POWER:</p> <p>(1) Free time for loading or unloading shall be as follows:</p> <table border="1" data-bbox="500 1612 1286 1822"> <thead> <tr> <th>ACTUAL WEIGHT IN POUNDS PER VEHICLE STOP</th><th>FREE TIME IN MINUTES PER VEHICLE STOP</th></tr> </thead> <tbody> <tr> <td>Less than 2,500</td><td>30</td></tr> <tr> <td>2,500 but less than 5,000</td><td>60</td></tr> <tr> <td>5,000 but less than 10,000</td><td>90</td></tr> <tr> <td>10,000 or more</td><td>120</td></tr> </tbody> </table> <p style="text-align: center;">(Concluded on next page)</p>	ACTUAL WEIGHT IN POUNDS PER VEHICLE STOP	FREE TIME IN MINUTES PER VEHICLE STOP	Less than 2,500	30	2,500 but less than 5,000	60	5,000 but less than 10,000	90	10,000 or more	120
ACTUAL WEIGHT IN POUNDS PER VEHICLE STOP	FREE TIME IN MINUTES PER VEHICLE STOP										
Less than 2,500	30										
2,500 but less than 5,000	60										
5,000 but less than 10,000	90										
10,000 or more	120										

For explanation of abbreviations and reference marks, see last page herein.

ITEM	RULES AND REGULATIONS	
(A) 40 (Con- cluded)	DETENTION OF VEHICLES (Concluded)	
	PART 2 - FREE TIME AND CHARGES (Concluded)	
	(A) VEHICLES WITH POWER: (Concluded)	
	(2) Delay time in excess of the allowable free time after actual or constructive placemnet will be charged for at the following rates: Between 8:00 A.M. and 5:00 P.M. Monday through Friday - 9.30 \$8.22 for each 15 minutes, or fraction thereof, per vehicle and man. Delay time in excess of the allowable free time at all other times, including Saturdays, Sundays or Holidays - \$10.58 for each 15 minutes, or fraction thereof, per vehicle and man. 12.16	
(A) 45	(B) VEHICLES WITHOUT POWER:	
	Eight (8) hours free time will be allowed for loading or unloading of a vehicle after actual or constructive placement. Free time will be computed between 8:00 A.M. or 5:00 P.M. Monday through Friday beginning at the time of actual or constructive placement. Delay time in excess of the allowable free time will be charged at \$22.00 per day or fraction thereof, per vehicle. 25.00	
	NOTE: For the purposes of this part, a vehicle with power shall be deemed to be one which requires the services of a man in attendance.	
	EXCLUSIVE USE OF CARRIER'S SERVICES	
(A) 45	The Hourly rates published in this Item will ONLY apply when Exclusive Use of Equipment is requested by shipper and/or consignee in writing, or by endorsement on the Bill of Lading and only where the revenue produced by application of these rates exceeds that otherwise determined by applica- tion of other rates published.	
	(a) Services as named in Paragraph (d) will be devoted for the exclusive use of the consignor or consignee for the transportation of shipments as directed by the party requesting the service.	
	(b) When carrier's vehicle(s) are used, shipper may, if desired, apply seals or locks to vehicles with instructions that they remain sealed or locked and so delivered to destination.	
	(c) When exclusive use of carrier's service is requested, the Bill of Lading or shipping documents must be endorsed by a person authorized to make this request, as follows:	
(A) 45	"Exclusive Use of _____ carrier's service _____ requested. Charges will be paid by _____. By _____." (Signature)	
	(d) Services and charges are as follows:	
	TYPE OF SERVICE REQUESTED	CHARGE (Note 1)
	Lugger-Hoist.....	55.00 \$44.00 (See Note 2)
Straight Truck or Van Truck and Driver....	30.30 \$26.82 Per Hour	
Tractor, single axle, ONLY and Driver....	34.15 \$30.25 Per Hour	
Trailer, ONLY.....	2.95 \$ 2.62 Per Hour	
Trailer, ONLY.....	26.10 \$23.10 Per Day	
Trailer, ONLY.....	116.00 \$97.65 Per Week (See Note 3)	
Labor, ONLY.....	22.25 \$19.71 Per Hour	
	(Concluded on next page)	

For explanation of abbreviations and reference marks, see last page here

ITEM	RULES AND REGULATIONS
(A) 45 (Concluded)	<p style="text-align: center;">EXCLUSIVE USE OF CARRIER'S SERVICES (Concluded)</p> <p>The Hourly rates published in this Item will ONLY apply when Exclusive Use of Equipment is requested by shipper and/or consignee in writing, or by endorsement on the Bill of Lading and only where the revenue produced by application of these rates exceeds that otherwise determined by application of other rates published. (Concluded)</p> <p>(d) Services and charges are as follows: (Concluded)</p> <p>NOTE 1: When charges are determined on the hourly use, time shall be computed as provided in Item 25 (Computation of Time).</p> <p>NOTE 2: The Hourly charge does not include the container rental nor dumping fee.</p> <p>NOTE 3: The weekly charge referring to this Note will ONLY apply when a specific request is made by the shipper or consignee for the use of carriers' trailer for seven consecutive days. When carrier's trailer is assigned for the use by the shipper or consignee and is released to the carrier before seven days has elapsed, the daily charge named in this Item will be assessed and the weekly charge will NOT apply, subject to a maximum charge of \$93.00 for a seven day period or fraction thereof.</p> <p>Issued under authority of Special Permission No. 3333 of the Public Utilities Commission of Ohio, which authorized departure from the provisions of paragraphs (C) and (I) of OAC 4901:2-9-14 and Paragraphs (A), (E) and (F) of OAC 4901:2-9-15.</p>
(A) 50	<p style="text-align: center;">EXTRA LABOR</p> <p>Carrier will provide additional labor not provided in connection with rates named herein upon request of shipper or consignee and such labor will perform service under the direction of shipper or consignee. When such additional help is furnished by the carrier, a charge of \$19.71 per hour or fraction thereof per man will be made. Charges will be assessed in addition to all other lawful transportation charges. Time shall begin to run from the time the extra labor leaves carrier's terminal and shall end upon return thereto.</p>
55	<p style="text-align: center;">LOADING AND UNLOADING</p> <p>Except as specifically provided herein, rates published in this Tariff include the service of loading and unloading freight into and out of carrier's vehicles when this Service can be performed by one man. Where additional help is necessary, see provisions of Item 50.</p>
60	<p style="text-align: center;">PICK-UP AND DELIVERY SERVICE?</p> <p>Except as otherwise provided, the rates published in this Tariff, or as amended, include one pick-up from shipping department directly accessible to trucks at cosnignor's warehouse, store, or place of business, at all points within the cities, towns or villages from which rates apply, and one delivery to the consignee's receiving department, directly accessible to trucks at the consignee's warehouse, store, or place of business, at all points within the cities, towns villages to which rates apply.</p>
65	<p style="text-align: center;">REFERENCE TO CLASSIFICATION, TARIFFS OR PORTIONS THEREOF</p> <p>Where reference is made to classification, tariffs or portions thereof, such reference will include amendments to and successive issues of such classification, tariffs or portions thereof.</p>

ITEM	COMMODITY RATES (In Cents per 100 Pounds) In Striaight or Mixed Shipments		
(A) 100	FREIGHT, ALL KINDS, as described in Item 1010 to 201080 inclusive of the Governing Classification. (See Item 10)		
	APPLICATION OF RATES: Between points and places in Ohio to the extent described in Item 5 (Scope of Operations).		
	MINIMUM CHARGE PER SHIPMENT \$16.28		
	RATES	SHIPMENTS WEIGHING (In Pounds)	
	300 346	999 or Less	
	227 355	1,000 to 1,999	
	192 317	2,000 to 4,999	
	121 137	5,000 to 9,999	
	92 104	10,000 to 19,999	
	61 69	20,000 and under 30,000	
	43 48	30,000 and under 40,000	
	37 42	40,000 and over	
EXPLANATION OF ABBREVIATIONS			
A.M.	- Before Noon	P.M.	- After Noon
Co.	- Company or County	PUCO	- Public Utilities Commis-
Inc.	- Inclusive or Incorporated		sion of Ohio
dba	- Doing Business As	T.L.	- Truckload
MC	- Motor Carrier	Viz.	- Namely
MF	- Motor Freight	¢	- Cent(s)
Min.	- Minimum	\$	- Dollar(s)
No.(s)	- Number(s)	%	- Percent
EXPLANATION OF REFERENCE MARKS			
(A) - Denotes Increase			
(C) - Denotes change, the result of which is neither an increase nor a reduc- tion in charges			
(N) - Denotes New			
(R) - Denotes Reduction			
(a) - Denotes Addition			
(c) - Denotes Cancelled			
• - Denotes no change in rate			

For explanation of abbreviations and reference marks, see above.
(The End)

APPENDIX "A"

To be attached to, and become part of, Uniform Contract covering Pick-up and Delivery Service. (Form 353-Rev.).

SERVICE

The hauling or other compensable services to be performed by the Contractor under the "Uniform Contract" shall be the following:

GENERAL CARTAGE IN COMMERCIAL ZONE OF DAYTON

COMPENSATION

The Carrier shall pay to the Contractor the following compensation for the service performed under the Uniform Contract:

Rate Effective	April 30, 1986
Minimum	\$ 8.96
LTL 0 - 5000#	\$ 1.62
5001# - 10,000#	\$ 1.38
10,000# - 20,000#	\$ 1.05
20,001# - over	\$.37

This Appendix to "Uniform Contract Covering Pick-up and Delivery Service" shall be, and remain, in full force and effect from the date of affixing of signatures of the Carrier and the Contractor hereto:

Signed _____	Date _____
For the Carrier	
Signed <u>Carl M. Bridges</u>	Date _____
(For the Contractor)	

THE PEERLESS TRANSPORTATION CO.

By: Carl M. Bridges, Pres.

POINTS SERVED UNDER PEERLESS TRANSPORTATION COMPANY

CERTIFICATE 6059 R

Dayton	Murlin Heights
Alpha	New Chicago
Arlington	New Lebanon
Backman	Northridge
Brookville	Oakwood
Byron	Phillipsburg
Centerville	Pyrmont
Chautauqua	Riverside
Clayton	Shiloh
Crown Point	Stillwater Jct.
Ellerton	Sulphurgrove
Englewood	Sunbury
Fairborn	Taylorsburg
Farmersville	Trebein
Fort McKinley	Trotwood
Germantown	Union
Huber Heights	Vandalia
Johnsville	Verona (portion of Montgomery County only)
Kettering	West Carrollton
Knollwood	Whitfield
Liberty	W.P.A.F.B.
Miamisburg	Wright View
Moraine	Zimmerman

Peerless Trucks.

40# 148525

PUCB # 6059-R

DEPARTMENT OF TRANSPORTATION
FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION

IR
SERVICE DATE
Apr 13, 2000

DECISION

No. MC-148525-C
PEERLESS TRANSPORTATION CO.
DAYTON, OH

REVOCATION OF AUTHORITY

The above carrier is registered as a common carrier authorizing it to engage in transportation by motor vehicle, in interstate or foreign commerce, and must be in continuous compliance with 49 U.S.C. § 13906 and 49 CFR 387, Subpart C, for its operating rights registration to remain effective. On Mar 19, 2000, its evidence of cargo insurance or other security for the protection of the public was canceled. Any operations without such insurance are unlawful.

It is ordered:

Under 49 U.S.C. § 14701(a), we hereby open an investigation to decide whether, in accordance with 49 U.S.C. § 13905, the operating rights registration should be revoked for failure to comply with the statute and the insurance regulations.

Within 30 days after this decision is served, the common carrier must establish that it is in full compliance with the statute and the insurance regulations by having appropriate filings on prescribed FMCSA forms (BMC91 or 91X or 82 for bodily injury and property damage liability, BMC 34 or 83 for cargo liability, or a BMC 84 or 85 for property broker security) submitted on its behalf. Copies of Form MCS-90 or other "certificates of insurance" are not acceptable evidence of insurance compliance. Insurance filings should be sent to Federal Motor Carrier Safety Administration, MCE-20, 400 Virginia Ave., SW, Suite 600, Washington, DC 20024.

The common carrier is notified that failure to comply with the terms of this decision shall result in revocation of its operating rights registration, effective 30 days from the service date of this decision.

To verify that the common carrier is in full compliance, contact the website at <http://fhwa-li.volpe.dot.gov> or call (202) 358-7000. Any other questions regarding the action taken should be directed to (202) 358-7028/7029.

Decided: Apr 10, 2000

By the Federal Motor Carrier Safety Administration.

Ronald G. Ashby, Chief
Insurance Compliance Division

IRD
SERVICE DATE
May 12, 2000

**DEPARTMENT OF TRANSPORTATION
FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION**

DECISION

No. MC-148525-C
PEERLESS TRANSPORTATION CO.

DAYTON, OH

DISCONTINUANCE OF REVOCATION PROCEEDING

By decision of the Department of Transportation, entered Apr 10, 2000, an investigation under 49 U.S.C. § 14701(a) was instituted to decide whether, in accordance with 49 U.S.C. § 13905, the operating rights registration specified above should be revoked for failure to comply with the requirements of 49 U.S.C. § 13906 and 49 CFR 387. The Federal Motor Carrier Safety Administration notified the above-named transportation entity that failure to respond or comply with the terms of the decision would result in revocation of its authority registration, effective 30 days after the date the decision was served.

Evidence of compliance with the statute and insurance regulations has been received.

It is ordered:

The decision entered Apr 10, 2000, is vacated and set aside, and the proceeding instituted under 49 U.S.C. § 14701(a) is discontinued.

Decided: May 09, 2000

By the Federal Motor Carrier Safety Administration.

Ronald G. Ashby, Chief
Insurance Compliance Division



U.S. Department of Transportation
Federal Motor Carrier Safety Administration

400 Virginia Avenue, SW, Suite 600
Washington, DC 20024

SERVICE DATE
February 28, 2002

DECISION
MC-148525-C
PEERLESS TRANSPORTATION CO
DAYTON, OH

REVOCATION OF AUTHORITY

The above carrier is registered as a common carrier authorizing it to engage in transportation by motor vehicle, in interstate or foreign commerce, and must be in continuous compliance with 49 U.S.C. § 13906 and 49 CFR 387, Subpart C, for the operating rights registration to remain effective. On February 01, 2002, its evidence of bodily injury and property damage liability and cargo insurance or other security for the protection of the public was canceled. Any operations without such insurance are unlawful.

It is ordered:

Under 49 U.S.C. § 14701(a), we hereby open an investigation to decide whether, in accordance with 49 U.S.C. § 13905, the operating rights registration should be revoked for failure to comply with the statute and the insurance regulations.

Within 30 days after this decision is served, the common carrier must establish that it is in full compliance with the statute and the insurance regulations by having appropriate filings on prescribed FMCSA forms (BMC 91 or 91X or 82 for bodily injury and property damage liability, BMC 34 or 83 for cargo liability), or a BMC 84 or 85 for property broker security submitted on its behalf. Copies of Form MCS-90 or other "certificates of insurance" are not acceptable evidence of insurance compliance. Insurance filings should be sent to FMCSA MC-ECI, 400 Virginia Avenue, SW, Suite 600, Washington, DC 20024.

The common carrier is notified that failure to comply with the terms of this decision shall result in revocation of its operating rights registration, effective 30 days from the service date of this decision.

To verify that the common carrier is in full compliance, contact the website at <http://fhwa-li.volpe.dot.gov> or call (202)358-7000. Any other questions regarding the action taken should be directed to (202)358-7028/7029.

Decided: February 25, 2002

By the Federal Motor Carrier Safety Administration.

Gladys M. Cole, Chief
Insurance Compliance Division

IR

MAK 05 2002



U.S. Department of Transportation
Federal Motor Carrier Safety Administration

400 Virginia Avenue, SW, Suite 600
Washington, DC 20024

SERVICE DATE
April 22, 2002

DECISION

MC-148525-C
PEERLESS TRANSPORTATION CO
DAYTON, OH

REVOCATION OF AUTHORITY

By decision of the U.S. Department Of Transportation, entered February 25, 2002, (served February 28, 2002) the Federal Motor Carrier Safety Administration notified the above-named transportation entity that failure to respond or comply with the terms of the decision would result in revocation of its authority registration, effective 30 days after the date the decision was served.

The transportation entity, having failed to comply with the terms of the decision, is hereby notified that its authority registration has been revoked effective April 17, 2002.

The transportation entity may submit a written request for reinstatement to the FMCSA, P.O. Box 100147, Atlanta, GA 30384-0147 (express/overnight delivery address is Nationsbank Wholesale Lockbox #100147, 6000 Feldwood Rd., 3rd Floor East, College Park, GA 30349), accompanied by a filing fee of \$80. Also, appropriate insurance filings on the prescribed Federal Motor Carrier Safety Administration forms (BMC 91 or 91X or 82 for bodily injury and property damage liability, BMC 34 or 83 for cargo liability, or a BMC 84 or 85 for property broker security) and/or BOC-3 process agent form must be submitted in order to reinstate the authority. Copies of Form MCS-90 or other "certificates of insurance" are not acceptable evidence of insurance compliance. Insurance filings should be sent to FMCSA MC-ECI, 400 Virginia Avenue, SW, Suite 600, Washington, DC 20024. If a motor carrier has an unsatisfactory safety rating, its authority registration will not be reinstated, and it should contact the nearest FMCSA Division Office to arrange for a review of its safety compliance prior to seeking reinstatement.

Any questions regarding the action taken by the FMCSA or about procedures for reinstatement of the authority registration should be directed to (202)358-7028/7029.

Decided: April 17, 2002

By the Federal Motor Carrier Safety Administration

Gladys M. Cole, Chief
Insurance Compliance Division

RV